



**TERMS & CONDITIONS ENGAGEMENT OF ONE BS-VI PETROL VEHICLE
FOR OFFICIAL USE OF REGISTRAR(ADMINISTRATION)**

OFFICE OF THE SUPERINTENDENT, S.C.B. MEDICAL COLLEGE &
HOSPITAL, CUTTACK
(HEALTH & F.W. DEPT., GOVT. OF ODISHA)

Tel. No.: 0671 – 2414080
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Bid Reference No. NON-TECHNICAL STORE SECTION
S.C.B. MEDICAL COLLEGE HOSPITAL, CUTTACK

DATE OF SELLING OF THE BID DOCUMENT : FROM 19.02.2025
LAST DATE & TIME OF RECEIPT OF BID DOCUMENTS: 28.02.2025 12.30 till P.M.

DATE OF OPENING OF BID DOCUMENT 28.02.2025 at 04 P.M.

PLACE OF OPENING OF BID DOCUMENTS : Office of the Superintendent
AND
ADDRESS FOR COMMUNICATION S.C.B. Medical College Hospital,
AND
RECEIPT OF BID DOCUMENTS Cuttack-753007, Odisha
Superintendent
S.C.B. Medical College Hospital
Cuttack
Health & F. W. Dept. Govt. of Odisha

TERMS AND CONDITIONS FOR ENGAGEMENT OF HIRE VEHICLE (PETROL, BS-VI NON-AC) IN SCB MEDICAL COLLEGE & HOSPITAL, CUTTACK FOR OFFICIAL USE OF REGISTRAR (ADMINISTRATION), SCB MCH, CUTTACK

1. Sealed tenders are invited from Registered Firms/ Individual having their Office/Residence in Twin City (Bhubaneswar or Cuttack)/ Cuttack District & it should be superscribed as tender for hiring of **one BS-VI Petrol Vehicle (Zest/Tigor/Swift Dzire/Xcent/Etios etc.)** preferably Swift Dzire white colour and addressed to the superintendent, SCB Medical Hospital, Cuttack.
2. Sealed tenders will be received on or before Dt. 28.02.2025 till 12.30 P.M. by the office of the Superintendent, S.C.B. Medical College Hospital, Cuttack, Odisha through Regd. Post/Speed post only. Any tender received after the due date will be rejected / returned unopened to the sender.
3. The Sealed tenders submitted by the bidders will be opened by the Superintendent, S.C.B. Medical College Hospital Cuttack in her office chamber on 28.02.2025 at 04 PM. The tenderer or their duly authorized representatives are allowed to be present during the opening of the tenders if they so like. The authorized representative should produce an Authorization letter from their respective bidders. There is no bar for opening the tender by the competent authority even if the Bidder or their representatives is not present.
4. An index of vehicles is to be attached in the **1st page** of the Technical Bid indicating the list of all documents enclosed dully signed by the tenderer. The bidder should sign all the documents in each page.
5. The tender should be in **"TWO BID TYPE"**. All documents should be closed in a separate envelope super scribed as **"TECHNICAL BID"**. The bidder also submit the General Information for hiring vehicle (**As per Annexure-I**) in the Technical bid. The price bid should be submitted separately as per **Annexure-II**. Both the Technical bid & price bid should be closed in another envelop which will be superscribed of **TENDER FOR ENGAGEMENT OF BS-VI PETROL HIER VEHICLE, S.C.B. MEDICAL COLLEGE HOSPITAL, CUTTACK**. Evaluation of the Technical and Financial proposals will be based on **Quality cum Cost Based Selection (QCBS)** mode with weighted average of 70:30 for technical and financial proposals respectively.

Evaluation of Technical Bid:

The technical proposals shall be evaluated in two phases.

In the first phase, the firms shall be given marks based on Table: 1 of this Tender Document. Accordingly, firms will be ranked based on the marks allotted to them.

Table: 1

Sl. No.	Description	Marks	Maximum Marks
1	Driver experienced with valid Driving License for LMV		25
	Minimum 5 years of experience	10 Marks	
	Each additional years of experience	1 Marks	
2	Behavior & Communication skill of Driver		25
3	Presentation & Test Drive of Vehicle		50
		Total Marks	100

In the second phase the qualified firms will be invited for opening of financial bid.

Technical Score (Ts): The Technical marks of participants shall be as per the point scoring methodology. Tender committee members will evaluate the technical presentation & their decision is final.

Opening of Financial Proposal

The financial proposals of the qualified bidders shall be opened.

Financial Score: The lowest financial proposal will be given a financial score of 100 points. The financial scores of other proposals will be computed as follows:

$$F_s = 100 \times FM1/F1$$

(F1 = amount of Financial Proposal as proposed by the bidder; FM1 = Lowest financial quote)

Combined and Final Evaluation

Proposals will finally be ranked according to their combined technical (Ts) and financial (Fs) scores as follows:

$$S = T_s \times T_w + F_s \times F_w$$

(Where S is the combined score, and Tw and Fw are weights assigned to Technical Proposal and Financial Proposal that shall be 0.70 and 0.30 respectively).

The Selected Applicant shall be the First Ranked Applicant (having the highest combined score).

The Second and third Ranked Applicant shall be kept in reserve and may be invited for negotiations and they shall be considered for engagement at the rate agreed by the selected agency in the event of withdrawal, failure of the selected agency or on the event of increase in volume of work, or for any other reason.

- 6. (a) The service provide, participating in the bidding process under the jurisdiction of Municipal Corporations, Cuttack & Bhubaneswar.
- (b) The period of the contract shall be initially for a period of 2 years which can be extended subject to satisfactory performance.
- (c) The selected bidder shall have to provide more vehicle as when require within the existing rate contract.
- (d) The tenderer should furnish the following documents such as :
 - i) Valid Registration certificate
 - ii) Fitness certificate
 - iii) Insurance Certificate
 - iv) Up-to-date payment of road tax, Taxi permit & Pollution Certificate
 - v) Attested photocopy of Driver and DL
 - vi) Xerox copy of PAN card
 - vii) Xerox copy of GST Registration Certificate duly self attested relating to his/her/their firms along with the tender.
- 7. The department/office hiring the vehicle shall not be responsible for any damage/loss caused to hired vehicle or loss of life/injury made to any person or damaged to any property on account of use of hired vehicle any manner whatsoever. The hirer shall be responsible for all such litigations.
- 8. The hire charges to be paid for monthly basis in final but does not include cost of petrol which is to be paid separately basing on actual consumption and lubricants as per existing govt. norms. All the expenditure of the vehicle towards repair, replacement of spare parts, lubricating oil of Engine, Gear Box ad different coolant, tyres & tubes, battery etc. will be borne by the bidder.
- 9. It shall be the responsibility of the bidder to provide a good driver and the salary of the driver shall be borne by the owner.

10. In case of break down for reason whatsoever, the replacement of the vehicle of the same or better model shall be provided by the owner of the vehicle/bidder.
11. In case of the vehicle do not report regularly, the Hospital Authority will be at liberty to reject the agreement and may engage vehicle from other source.
12. The vehicle shall report for duty for minimum of 25 days in a month.
13. In case of emergency, the driver will have to report for duty as per the requirement of the hirer. No extra payment shall be demanded.
14. Monthly hire charges and reimbursement towards cost of petrol (as per actual) and lubricants (as per Govt. norms) of selected bidder will be paid in every succeeding month as far as possible within 15 days of the submission of bills by the service provider and no advance payment will be made.
15. The vehicle shall not be older than 3 years old from the initial registration & shall be preferably a brand new vehicle) with good running condition. The tender committee have the discretion towards selection of vehicle after the inspection on the condition of the vehicle & the decision of tender committee is final.
16. If the services are found to be un-satisfactory, the client shall give one month notice and terminate the agreement.
17. In case of service provider intends to withdraw the services of his vehicle and terminate the agreement, it shall be mandatory upon him to grant 15 days notice before such withdrawal of service and termination of agreement.
18. If the bidder violates any of the terms of contract, Govt. shall be the Hospital Authority will take legal action as deem proper.
19. The hire charges will not be exceeded to Rs. 26,000.00 per month excluding tax and 17 kms. fuel per liter.
20. Resolution of disputes:In the event of any dispute or difference relating to the interpretation and/or application of the provision of this agreement, such dispute or difference shall be resolved through mutual consultation by the Superintendent, SCB MCH, Cuttack on behalf of Govt. of Odisha and the Authorized signatory of the service providers.
21. The selected bidder will make an agreement with the Hospital Authority on non-judicial stamp paper as per Annexure-III.
22. EMD:
 - EMD shall be obtained from the all bidders.
 - Failure of submission of EMD as per bid documents shall result in rejection of Bid.
 - EMD of Rs. 5000/- should be paid in the form of Demand Draft from any Nationalized Bank in favour of Superintendent, SCB Medical College Hospital, Cuttack.
 - The EMD of the unsuccessful bidders will be returned back after finalization of Bid.

*05/03
17/12/14*
Superintendent
SCB Medical College Hospital
SCB Medical College Hospital, Cuttack.
Health & F. W. Dept. Govt. of Odisha

(TO BE SUBMITTED IN THE TECHNICAL BID)

(GENERAL INFORMATION FOR HIRING VEHICLES)

1. Registration No. of the Vehicle :
2. Type of Vehicle (AC/Non AC) :
3. Year of Manufacturing :
4. Make & Model :
5. Date of Registration :
6. Name & Complete address of the owner of vehicle :
7. Permit Validity :
8. Insurance Validity :
9. Fitness certificate validity :
10. Name & address of the driver :
11. DL No & Validity date :
12. Rate of fuel consumption/Millage per liter
13. Contact number of the service provider :
14. OGST Number :
15. Bank A/c No. & IFSC Code :

Certified that the information submitted above is true to the best of my knowledge & belief.



Seal & Signature of the Service Provider

Devi Das
17.2.25
Superintendent
S.C.B. Medical College Hospital
Cuttack
Health & F. W. Dept. Govt. of Odisha

(TO BE SUBMITTED IN THE PRICE BID)

(GENERAL INFORMATION FOR HIRING VEHICLES)

1. Proposed hire charge of the vehicle :
Per month excluding fuel cost & Tax

(Seal & Signature of the Service Provider)

Deep D. Singh
2.11.18
Superintendent
S.C.B. Medical College Hospital
Cuttack
Health & F. W. Dept. Govt. of Odisha

Service Provider Agreement

7.

1. This Agreement is made on this _____ day of _____
_____(Month)_____ (Year) on the orders of Governor of Odisha by
and between the "Principal" **Name of the Office, address** ((which expression
shall unless be excluded by or repugnant to the context be deemed to include
its successors and assigns) and "Service Provider" **Name , having its
registered office (detailed address) herein after called "agency"** which
expression shall unless excluded by or repugnant to the context be deemed to
include its successors and assigns; herein after described as 2nd Party.

2. Whereas the Principal is desirous of engaging the Agency to provide vehicle
on hiring basis and the Agency is agreed to provide the vehicle as its service
provider with the terms and condition mentioned hereinafter.

2.1 Whereas the Agency is the owner of a make and model of motor vehicle of
the following description : Registration number _____; Model
_____; Chassis number _____; Engine number
_____; Color _____; Year of Manufacture _____.

2.2 Whereas the Service Provider having PAN No. _____ and GST
No _____ which are valid on this date.

3.0 Rental:

The motor vehicle is hereby hired for _____ year at the rate of _____ per
month (excluding GST) payable monthly and the mileage of the vehicle, which
will be governed as per the Finance Department O.M No _____
Dated _____. The contract will be renewed subject to satisfaction of the
Principal.

4.0 The Service Provider Obligations:

4.1 Service provider agrees to terms and conditions of the contract and shall
ensure full compliance to them.

4.2 Agency agrees to provide quality services as per SLAs mentioned in the
contract.

4.3 Agency shall ensure that vehicle deployed shall arrive at designated location
on time. In an event of delay in arrival beyond 15 minutes, user shall have right
to hire other taxi services (which may or may not be of similar hired car
category). The fare charges shall be charged to service provider.

4.4 Agency to ensure that all maintenance work related to assigned vehicle shall
be carried out in off duty hours.

2.

4.5 In the event of break-down, servicing & repairs of the assigned vehicle the service provider at his own cost shall make alternate arrangement by providing similar or higher class of vehicle(s) for which agreement is entered into. Failure to do so will evoke penalty or possible termination of contract.

4.6 The Agency shall not be allowed to sub-let the Contract.

4.7 The Agency shall only provide vehicles which have the comprehensive insurance.

4.8 Police verifications for deployed driver shall be ensured by the Agency.

4.9 Agency shall update the log book at least once in every 72 hours. Failure to do so shall be penalized as per this contract. At the time of termination of contract, the service provider shall hand over the log book (s) to the principal.

Vehicle:

4.10 The vehicle should have commercial license. The vehicle should not be more than three years old from the date of the Service request. **Vehicles older than seven years should be replaced by the service provider.** During replacement of the vehicle or driver, as the case may be, the pass/id card issued, if any, shall be surrendered.

4.11 The Agency will deploy the vehicle, which is well maintained, cleaned thoroughly both internally and externally. Vehicle shall be equipped with medical kit. The vehicle should have a mobile charger and ambient freshener.

4.12 The Agency shall ensure that all electrical connections including lights (both brake and front), horn, turn indicators, and other vehicle systems shall be periodically checked and maintained by Service Provider to avoid any inconvenience to the Principal.

4.13 Agency shall ensure that the vehicle should be parked at the place as advised by the Principal and should be available, when not in duty. If the vehicle needs to be away for some reasons like refuelling, petty repairing etc., it should be with the knowledge of the Controlling Officer of the Principal. Moving away without the knowledge of the Controlling Officer of the Principal will be considered as non-available and will be liable for penalty.

Driver:

The Agency shall be responsible for the acts and deeds of drivers of the vehicles that include the following:

4.14 Drivers that possess a valid commercial driving license shall be deployed by the agency.

4.15 Driver should be properly dressed in neat and clean attire, if required driver should wear uniform of specific colour as per requirement of the Principal. The Agency shall provide at his own cost proper uniform and badges as per

STATE MOTOR VEHICLES RULES (amended up to date) and photo identity cards to the drivers.

4.16 The driver of the vehicle deployed for user department duties maintain polite & courteous behaviour towards department users as well as to other departmental staff. Following may be construed as "Misbehaviour" and shall attract penalties as per provisions of the contract. Repeated instances may result in termination of services.

- i) Denial of duty during contract period, or during hours as noticed by user departments;
- ii) Use of abusive language;

4.17 The driver in no case shall report to duty in an inebriated state or consume alcohol while on duty. In such an event user department shall have full rights to terminate the contract with immediate effect.

4.18 Driver must be provided a working mobile phone and contact number be provided to user department.

4.19 In an event that for any reasons the driver changes his contact number during the tenure of the contract then Agency will immediately notify the user department of the above change.

4.20 The driver shall be reachable at all times during duty hours.

4.21 Gossiping with the guests and using mobile phone during driving is not allowed. In case of urgency, driver should park the vehicle with permission from the user and talk in the mobile to the minimum duration.

4.22 As soon as the driver is advised to attend any guest by the administration, the driver should call /SMSs the guest giving his mobile and vehicle details. Charges of calls /SMSs will be on agency's account.

4.23 Vehicle and driver should not be changed frequently. Any such changes should be informed by the agency to the authority well in advance for permission.

Statutory Rules compliance & Taxes:

4.24 The hiring charges do not include fuel cost (petrol/diesel) which is to be paid separately basing on actual consumption and lubricants as per existing Government norms. All the expenditure of the vehicle towards repair maintenance, replacement of spare parts, lubricating oil of engine, Gear Box & differential coolant, Tyres & Tubes, Battery etc. and salary of the driver, payment of insurance/Road tax etc. required for operation of the vehicle will be borne by the Agency.

4.

4.25 The Agency shall take comprehensive insurance cover with third party unlimited liability risk of the vehicles as per the user department requirement. User shall not be liable for any damages whatsoever to public property and /or any third person due to any accident arising out of and in the course of deployment of service provider's vehicle.

4.26 The Agency shall be solely responsible for any claims by any third party and/or employees of user department traveling in the vehicle for any injuries caused by the driver of the vehicle whether by accident or otherwise.

4.27 The user department will in no way be responsible for violation of traffic rules and /or infringement of any other law for the time being in force, either by the driver of the vehicle or by the service provider. The driver as well as Agency shall comply with relevant rules and regulations of Motor Vehicles Act and Rules applicable at present or in future during the tenure of the contract and as may be enforced from time to time for which user departments would not be held liable/responsible in any manner what so-ever. Onus of compliance of all the applicable Laws/Acts/Rules including those under Motor Vehicle Acts/Rules shall rest with the Agency only and user/user departments will not be liable in any manner.

4.28 The Agency shall be responsible for ensuring compliance with the provisions related to Labour Law and specially Minimum Wages Act, Payment of Wages Act, PF, ESI Act, Payment of Bonus Act, Contract Labour [R&A] Act, Workmen Compensation Act etc. as applicable from time to time. The employees of the Agency shall not be deemed to be employees of the user department and hence the compliance of the applicable acts laws will be the sole responsibility of the Agency.

4.29 The Agency shall be personally responsible for any theft, misconduct and /or disobedience on the part of drivers so provided by him.

4.30 During the contract period, if the vehicle is seized or detained or requisitioned by Police/Motor Vehicle Authority or any other authorities for whatsoever reasons that will be at the service provider's risk. Also, alternate vehicle of similar or higher category will be provided by Agency without any extra charges.

4.31 The vehicles deployed for duty for the user department shall at no point of time carry any person other than personnel authorized by user department.

4.32 The vehicle cannot be put to any private/commercial use beyond the duty hours or on holidays. Unauthorized use of the vehicle by the driver/service provider will lead to unilateral termination of the contract with immediate effect. The Agency has to ensure the safety of passenger by avoiding negligent driving by their drivers such as over speeding, rash driving, and driving vehicle without brakes/defective brakes

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4.33 The mileage count will start from the location of pickup and no extra kilometres from the garage to the pickup point will be provided. The mileage count will also terminate at the dropping point and not up to the garage.

5 The obligations of Principal:

5.1 Principal shall make the payment towards hiring charges of the vehicle at the end of every month by credit into the bank account of the Agency within 15 days from the date of receipt of bills complete in all respect. User department shall pay the vendor all amounts on an invoice that are not the subject of a bonafide dispute within 15 days after department's receipt of a valid invoice that complies in all material respects in terms of this Agreement;

5.2 The payment shall be subject to any deductions such as penalties, statutory deduction etc.

5.3 Principal shall accept the log book entries updated by Driver. Failure to take action on log book entries updated by Driver shall result in auto acceptance of reading provided by service provider.

5.4 The Principal shall be responsible for costs relating to fuel, toll gate charges, parking charges and oil topping up between services and other statutory levies, if any, paid during the journey would be billed on actual and shall be paid by Principal.

5.5 All distances shall be calculated from the reporting point. No payment shall be made for journey from garage to reporting point.

6. Terminations:

6.1 The Principal shall have the right to terminate this Agreement, upon it giving 1 (one) months' notice in writing.

6.2 The Agency shall have the option to terminate this Agreement upon giving 1 (one) months' notice in writing and upon refund of any rental fees paid in advance, over and above the notice period.

6.3 Final payment after termination of the contract shall be released on submission of the log book(s) of the vehicle, car pass and pass/id card issued to the driver, if any.

7. Force majeure

Neither party to this Agreement shall be liable for failure to perform any of its obligations hereunder if prevented from doing so by reason of force majeure.

8. Entire agreement

This Agreement together with the schedules and annexes hereto constitutes the entire agreement and understanding between the Parties and supersedes all previous agreements, understandings and/or representations between the Parties.

9. Waiver of remedies

No forbearance, delay of indulgence by either Party in enforcing the provisions of this Agreement shall prejudice or restrict the rights of either Party nor shall any waiver of its rights operate as a waiver of any subsequent breach and no right, power or remedy herein conferred upon or reserved for the Party is exclusive of any other, power or remedy available to the Party and each such right, power or remedy shall be cumulative.

10. Assignment & change in ownership/management:

10.1 The Agency shall not assign or transfer its obligations and or rights under this Agreement to any third party, whether an associated entity or not, whether in whole or in part without the prior written consent of the Principal.

10.2 The Agency shall immediately notify Principal of any change of ownership or management of the Agency's business.

11. Headings:

The headings to the clauses of this Agreement are for the ease of reference only and shall not affect the interpretation or construction of the Agreement.

12. Resolution of disputes:

In the event of any dispute or difference relating to the interpretation and/or application of the provisions of this Agreement, such dispute or difference shall be resolved through mutual consultation by the Secretary of the concerned Administrative Department on behalf of Government of Odisha and the Authorized signatory of the Service Provider.

13. Applicability of laws:

The Agreement shall be governed by the Indian Laws for the time being in force.

13.

7.

WITNESS WHEREOF the parties hereto have subscribed their respective hand this _____ day of _____ first above written.

FOR AND ON BEHALF OF Governor of Odisha

(AUTHORISED SIGNATORY)

Principal

WITNESS:

- 1.
- 2.

FOR AND ON BEHALF OF Service Provider / Agency

(AUTHORISED SIGNATORY)

WITNESS:

- 1.
- 2.

In the presence of

Name:

Address:

Signature: _____

Das
Prasad
Superintendent
S.C.B. Medical College Hospital
Cuttack
Health & F. W. Dept. Govt. of Odisha

Confidential